

This Indenture, Made this 28 day of December in the year of our Lord one thousand eight hundred and ninety nine between Arthur Emery an unmarried man of Lawrence in the County of Douglas and State of Kansas of the first part, and Susan Hamilton of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Hundred Seventy DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do he grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South East Quarter (1/4) of the North West Quarter (1/4) of Section Eight (8) Township Twelve Range Witten (19) East of 6" P.M. except One (1) Acre in S.E. corner used for School house in District No 67 and containing 39 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Seventy according to the terms of five certain promissory notes this day executed and delivered by the said party of the first part to the said party of the second part Eden Baldwin dated Oct 30, 1893 due and payable in One Five Three Four and Five years from date thereof, and assigned by him to Susan Hamilton

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part executors, administrators or assigns, and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Arthur Emery (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 28 day of December, A. D. 1895, before me, _____, a Notary Public in and for said County and State, came Arthur Emery to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires November 11 1897

Recorded December 28 A. D. 1895 at 1 o'clock P.M.

James Brooks

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created, discharged.
As witness my hand this 1st day of Dec 1902.
D. Stanley.

Recorded Jan 16th 1903
AW Armstrong
Register of Deeds

(Assigned See Book 39 Page 331)